

Lawrence Brewster  
Regional Solicitor  
Daniel J. Chasek,  
Associate Regional Solicitor  
**Boris Orlov, Attorney** (CSBN #223532)  
Office of the Solicitor (Sol#0818068)  
United States Department of Labor  
350 So. Figueroa St., Suite 370  
Los Angeles, California 90071-1202  
Telephone: (213) 894-5410  
Facsimile: (213) 894-2064  
[orlov.boris@dol.gov](mailto:orlov.boris@dol.gov)

E-FILED 05/06/09

JS-6

## Attorneys for the Plaintiff

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**HILDA L. SOLIS,\*  
Secretary of Labor,  
United States Department of Labor,**

) Case No.: CV 08-3771 PSG (PJWx)

**Plaintiff.**

V.

## **CONSENT JUDGMENT**

**EAGLE SECURITY SERVICE, INC.**, a California corporation, **MOHSEN KAMEL**, individually and as managing agent of corporate defendant, and **LINA KAMEL**, individually and as managing agent of corporate defendant.

## Defendants

\* Pursuant to Rule 25(d)(1) of the Federal Rules of Civil Procedure the caption of this action has been amended to reflect the appointment of Secretary Solis.

Plaintiff Hilda L. Solis, Secretary of Labor, United States Department of Labor (“Secretary”) and Defendants EAGLE SECURITY SERVICE, INC., a California corporation, MOHSEN KAMEL, individually and as managing agent of the corporate defendant and LINA KAMEL, individually and as managing agent of the corporate defendant

1 (collectively, "Defendants"), have agreed to resolve the matters in controversy in this  
2 civil action and consent to the entry of this Consent Judgment in accordance herewith:

3 A. The Secretary has filed a Complaint alleging that Defendants violated provisions of Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as  
4 amended ("FLSA"), 29 U.S.C. §§ 215(a)(2) and 215(a)(5).

5 B. Defendants have appeared by counsel and acknowledge receipt of a copy of the  
6 Secretary's Complaint.

7 C. Defendants admit that they violated the FLSA, as alleged in the Secretary's  
8 Complaint.

9 D. The Secretary and Defendants waive Findings of Fact and Conclusions of  
10 Law, and agree to the entry of this Consent Judgment in settlement of this action, without  
11 further contest.

12 E. Defendants admit that the Court has jurisdiction over the parties and subject  
13 matter of this civil action and that venue lies in the Central District of California.

14 It is therefore, upon motion of the attorneys for the Secretary, and for cause  
15 shown,

16 ORDERED, ADJUDGED, AND DECREED that the Defendants, their officers,  
17 agents, servants, and employees and those persons in active concert or participation with  
18 them who receive actual notice of this order (by personal service or otherwise) be, and  
19 they hereby are, permanently enjoined and restrained from violating the provisions of  
20 Sections 15(a)(2) and 15(a)(5) of the FLSA, 29 U.S.C. §§215(a)(2) and 215(a)(5), in any  
21 of the following manners:

22 1. Defendants shall not, contrary to FLSA § 7, 29 U.S.C. § 207, employ any em-  
23 ployee who in any workweek is engaged in commerce, within the meaning of the FLSA,  
24 or is employed in an enterprise engaged in commerce or in the production of goods for  
25 commerce, within the meaning of FLSA § 3(s), for any workweek longer than 40 hours  
26 unless such employee receives compensation for his or her employment in excess of 40  
27 hours in such workweek at a rate not less than one and one-half times the regular rate at  
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1 which he or she is employed.

2       2. Defendants shall not fail to make, keep, make available to authorized agents of  
3 the Secretary for inspection, transcription, and/or copying, upon their demand for such  
4 access, and preserve records of employees and of the wages, hours, and other conditions  
5 and practices of employment maintained, as prescribed by regulations issued, and from  
6 time to time amended, pursuant to FLSA §§ 11(c) and 15(a)(5), 29 U.S.C. §§ 211(c) and  
7 215(a)(5) and the implementing regulations found in Title 29, Code of Federal Regula-  
8 tions, Part 516.

9       3. Defendants, jointly and severally, shall not continue to withhold the payment  
10 of \$ 64,787.20 in unpaid overtime pay hereby found to be due under the FLSA to the  
11 employees named on the attached Exhibit 1. Exhibit 1 shows the name of each em-  
12 ployee, the gross back wage amount due the employee and the period covered by the  
13 Consent Judgment; and it is further

14       ORDERED, ADJUDGED, AND DECREED that judgment is hereby entered,  
15 pursuant to FLSA § 16(c), 29 U.S.C. § 216(c), in favor of the Secretary and against the  
16 defendants in the total amount of \$64,787.20 representing unpaid back wages as de-  
17 scribed in paragraph 3 above; and it is further

18       ORDERED, ADJUDGED, AND DECREED that the defendants, jointly and sev-  
19 erally, shall not continue to withhold payment of \$6,223.40 in unpaid civil money penal-  
20 ties assessed against the defendants and finally determined, pursuant to authority granted  
21 in FLSA § 16(e), 29 U.S.C. § 216(e), for violations of the overtime wage provisions of  
22 the FLSA during the period of January 11, 2005 to January 11, 2007; and it is further

23       ORDERED that to satisfy the monetary portions of this Judgment, the defendants,  
24 jointly and severally, shall not fail to deliver to the Secretary's authorized representa-  
25 tives (at the address below) an initial payment of \$15,000.00 on or before June 30, 2009,  
26 with the balance including annual interest of 3% to be paid in 36 equal monthly install-  
27 ments thereafter starting on July 30, 2009. The installment payment schedule is set forth  
28 on the attached Exhibit 2. As shown on Exhibit 2, payments 1 – 32 shall be credited

1 towards the backwage portion of this Judgment, while the payments 33 – 36 shall be  
2 credited towards the civil penalties.

3           a. All payments shall be delivered to the Secretary's authorized representa-  
4 tives at the Wage and Hour Division, United States Department of Labor, 915  
5 Wilshire Blvd. Suite 960, Los Angeles, CA, 90017, on or before the date the pay-  
6 ments are due as set forth in Exhibit 2;

7           b. All payments due under the back wage portion of this Judgment shall be  
8 made by a certified or cashier's check or money order payable to the order of the  
9 "Wage & Hour Div., Labor" and with "Eagle Security-BWs" written thereon;

10          c. All payments due under the civil penalty portion of this Judgment shall  
11 be made by a certified or cashier's check or money order payable to the order of  
12 the "Wage & Hour Div., Labor" and with "Eagle Security-CMPs" written thereon;

13          d. There will be no prepayment penalty for any payments made prior to  
14 their due date;

15          e. In the event of a default in the timely making of any of the payments re-  
16 quired under this Judgment, the full amount which then remains unpaid, plus in-  
17 terest at the rate of ten percent (10%) per year, from the date of this Judgment un-  
18 til the full amount of this Judgment is paid in full, shall become due and payable  
19 upon the Secretary's sending by ordinary mail a written demand to the last busi-  
20 ness address of the defendants then known to the Secretary;

21 The Secretary shall allocate and distribute the remittances, or the proceeds thereof, to the  
22 persons named in the attached Exhibit 1, or to their estates if that be necessary, in her  
23 sole discretion. The Secretary shall be responsible for deducting from the amounts paid  
24 to said persons the employees' share of F.I.C.A. and federal income taxes, and for remit-  
25 ting said deductions to the appropriate federal agencies. Any money not so paid within a  
26 period of one year from the date of receipt of the last such money due hereunder, be-  
27 cause of an inability to locate the proper persons or because of their refusal to accept it,  
28 shall be deposited by the Secretary in a special deposit account for payment to the proper

1 persons and upon such inability to pay within three years, shall then be deposited in the  
2 Treasury of the United States as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c);  
3 and, it is further

4 ORDERED that the filing, pursuit, and/or resolution of this proceeding with the  
5 entry of this Judgment shall not act as or be asserted as a bar to any action under FLSA  
6 § 16(b), 29 U.S.C. § 216(b), as to any employee not named on the attached Exhibit 1 nor  
7 as to any employee named on the attached Exhibit 1 for any period not specified therein;  
8 and, it is further

9 ORDERED that each party shall bear its own fees and other expenses incurred by  
10 such party in connection with any stage of this proceeding, including but not limited to  
11 attorneys' fees, which may be available under the Equal Access to Justice Act, as  
12 amended; and, it is further

13 ORDERED that this Court shall retain jurisdiction of this action for purposes of  
14 enforcing compliance with the terms of this Consent Judgment.

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17 Dated: 05-05-09  
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U.S. DISTRICT COURT JUDGE

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## For the Defendants:

Each defendant hereby appears, waives any defense herein, consents to the entry of this Judgment, and waives notice by the Clerk of Court:

MOHSEN KAMEL

Date

LINA KAMEL

Date

For: Eagle Security Service, Inc.

By: \_\_\_\_\_  
Authorized Agent

Its:

Date

Approved as to Form Only:

DANIEL EMILIO, Attorney  
EMILIO LAW GROUP  
Attorneys for Defendants

Date

1 For the plaintiff:

2  
3 CAROL A. DE DEO  
4 Deputy Solicitor for National Operations

5 LAWRENCE BREWSTER  
6 Regional Solicitor

7 DANIEL J. CHASEK  
8 Associate Regional Solicitor

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10  
11 BORIS ORLOV, Attorney  
12 Attorneys for the Plaintiff

13 Date  
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## Exhibit 1

<u>Name</u>	<u>Period Covered Hereby</u>	<u>Amount</u>	
Aparicio-Morales, Luis			
Alonso	1/7/2007	6/24/07	\$1,545.13
Arita, Danny	5/8/2005	7/24/2005	\$502.50
Attalla, Fiby	5/15/2006	10/16/2006	\$2,528.00
Awad, Diana	1/19/2007	1/26/2007	\$357.50
Basta, Adel	5/28/2006	1/7/2007	\$1,171.88
Beshay, Gerges	1/7/2008	4/13/2008	\$540.30
Brenes, Ezra	11/27/2005	8/20/2006	\$1,446.00
Burrell, Andrew	10/15/2005	4/6/2008	\$308.76
Callejas, Eric	4/24/2005	10/16/2005	\$823.44
Chireboaga, Pablo D	10/16/2005	7/14/2006	\$1,659.50
Clark, Yancy	1/13/2008	3/24/2008	\$119.13
Darmasaputra, Hoggoo	4/24/2005	1/7/2007	\$3,060.00
Delattibodier, Ray	4/24/2005	7/10/2005	\$508.00
Dilelock, John	9/3/2006	12/10/2006	\$630.00
Ibrahim, Doaa	11/20/2005	4/16/2006	\$914.75
Elize, Thyra	9/24/2006	1/7/2007	\$664.00
Estrada, Sergio	4/24/2005	5/15/2005	\$143.25
Frazier-Bey, Hannibal	7/24/2005	5/23/2006	\$1,607.88
Garcia, Luswin	5/21/2006	8/13/2006	\$562.00
Gomez, Alfred	4/24/2005	5/22/2005	\$201.88
Harvey, Thomas	6/27/2007	4/13/2008	\$403.48
Hayes, Mario	4/24/2005	11/29/2006	\$3,261.69
Hernandez, Jose	5/1/2005	8/7/2005	\$636.13
Herrera-Vargas, Efrain	5/22/2005	5/29/2005	\$99.50
Jimenez, Yaznaya	5/28/2006	1/7/2007	\$1,242.00
Kenny, William	4/24/2005	1/7/2007	\$3,097.19
Kukwa, John	12/16/2007	1/20/2008	\$105.49
Liu, Xing	5/29/2005	9/4/2005	\$608.75
Marshall, Walther	7/24/2005	4/16/2006	\$1,430.06
Mclain, Michael	8/14/2005	6/11/2006	\$1,595.81
Melendez, Luis	8/20/2006	3/10/2008	\$5,114.50
Mishrky, George	4/24/2005	1/7/2007	\$3,633.75
Mixon, Vincent	4/24/2005	7/10/2005	\$408.00

1	Molina, Miguel	7/25/2005	2/18/2007	\$1,126.75
2	Montalvo, Alfredo	8/16/2005	12/25/2005	\$800.00
3	Muswaya, Robert	8/12/2007	3/16/2008	\$80.07
4	Muzammil, Dawood	9/17/2006	5/23/2007	\$1,590.00
5	Onyike, Ugorji	1/29/2006	1/7/2007	\$1,768.50
6	Ovalle, Jose	5/13/2007	5/20/2007	\$69.29
7	Palacios, Edwin	8/14/2007	9/12/2007	\$92.20
8	Perez, Jose	6/3/2007	2/11/2008	\$147.86
9	Quinones, Antonio	5/28/2006	7/16/2006	\$367.50
10	Reynoso, Alejandro	11/12/2006	5/17/2007	\$682.44
11	Rivas, Josue	10/15/2006	1/23/2007	\$1,812.50
12	Rodriguez, Artemio	10/15/2006	4/13/2008	\$1,368.60
13	Rodriguez, Jose	9/17/2006	3/25/2007	\$778.45
14	Rorobi, John	1/20/2008	4/11/2008	\$172.92
15	Salib, Mouner	3/26/2006	4/13/2008	\$3,853.61
16	Samaan, Mecal	4/24/2005	6/12/2005	\$255.00
17	Sazo, Melvin	1/15/2006	3/19/2006	\$470.63
18	Shinuda, John	9/18/2005	3/19/2006	\$980.63
19	Talley, Angel	10/30/2006	12/7/2006	\$500.00
20	Toola, Yousuf	7/3/2005	3/19/2006	\$1,331.25
21	Torres, Amelio	5/28/2006	11/25/2007	\$2,621.06
22	Torres, Jose	6/26/2005	8/7/2005	\$358.00
23	Verla, Gertrude	12/7/2006	12/14/2006	\$994.00
24	Vidal, Paola	12/8/2006	12/22/2006	\$150.00
25	Wroten, David	5/29/2005	11/2/2005	\$1,017.88
26	Yefenyuy, Polycarp	4/15/2007	4/23/2007	\$61.50
27	Thomas, Tito	6/4/2006	8/20/2006	\$408.00
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## Exhibit 2

Initial Payment: \$15,000.00 due June 30, 2009

<u>PAYMENT NO.</u>	<u>DATE DUE</u>	<u>AMOUNT DUE</u>	<u>INTEREST DUE</u>	<u>TOTAL DUE</u>
1	07/30/2009	1,422.10	133.75	1,555.85
2	08/30/2009	1,425.66	130.19	1,555.85
3	09/30/2009	1,429.22	126.63	1,555.85
4	10/30/2009	1,432.79	123.06	1,555.85
5	11/30/2009	1,436.37	119.48	1,555.85
6	12/30/2009	1,439.97	115.88	1,555.85
7	01/30/2010	1,443.57	112.28	1,555.85
8	02/28/2010	1,447.17	108.68	1,555.85
9	03/30/2010	1,450.79	105.06	1,555.85
10	04/30/2010	1,454.42	101.43	1,555.85
11	05/30/2010	1,458.06	97.79	1,555.85
12	06/30/2010	1,461.70	94.15	1,555.85
13	07/30/2010	1,465.35	90.50	1,555.85
14	08/30/2010	1,469.02	86.83	1,555.85
15	09/30/2010	1,472.69	83.16	1,555.85
16	10/30/2010	1,476.37	79.48	1,555.85
17	11/30/2010	1,480.06	75.79	1,555.85
18	12/30/2010	1,483.76	72.09	1,555.85
19	01/30/2011	1,487.47	68.38	1,555.85
20	02/28/2011	1,491.19	64.66	1,555.85
21	03/30/2011	1,494.92	60.93	1,555.85
22	04/30/2011	1,498.66	57.19	1,555.85
23	05/30/2011	1,502.40	53.45	1,555.85
24	06/30/2011	1,506.16	49.69	1,555.85
25	07/30/2011	1,509.92	45.93	1,555.85
26	08/30/2011	1,513.70	42.15	1,555.85
27	09/30/2011	1,517.48	38.37	1,555.85
28	10/30/2011	1,521.28	34.57	1,555.85
29	11/30/2011	1,525.08	30.77	1,555.85
30	12/30/2011	1,528.89	26.96	1,555.85
31	01/30/2011	1,532.72	23.13	1,555.85

1	32	02/28/2012	1,536.55	19.30	1,555.85
2	33	03/30/2012	1,540.39	15.46	1,555.85
3	34	04/30/2012	1,544.24	11.61	1,555.85
4	35	05/30/2012	1,548.10	7.75	1,555.85
	36	06/30/2012	1,551.78	3.88	1,555.85
5		<b>TOTALS:</b>	\$53,500.00	\$2,510.41	\$56,010.41
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